

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

In Re: RFC and ResCap Liquidating Trust
Litigation

No. 13-cv-3451 (SRN/HB)

This document relates to:

No. 14-cv-01716 (SRN/HB)

Residential Funding Company, LLC, Plaintiff

v.

Home Loan Center, Inc., Defendant

**DEFENDANT HOME LOAN CENTER'S
PROPOSED SPECIAL VERDICT FORM**

PRELIMINARY STATEMENT

Pursuant to the Court's request, Defendant Home Loan Center respectfully submits the following revised special verdict form. Home Loan Center believes that the Court should employ the special verdict form that Home Loan Center submitted on October 2, 2018. *See* ECF 4505. Nonetheless, in light of the Court's rulings and reserving all rights for appeal, Home Loan Center submits the following revised special verdict form for the Court's consideration.

DEFENDANT’S PROPOSED VERDICT FORM

I. Liability for Certain Categories of Loans

A. Bulk Loans

Has the Plaintiff proven by a preponderance of the evidence that Home Loan Center and RFC agreed that the Client Guide would apply to loans sold in “bulk” packages?

Yes _____ No _____

If your answer is No, then Plaintiff may not recover indemnity with respect to “bulk” loans, and you should proceed directly to Part I.B. below.

If your answer is Yes, you must accept the Plaintiff’s determinations that certain “bulk” loans in the Plaintiff’s Home Loan Center sample breached representations and warranties in the Client Guide, and you should proceed to Part I.B. below.

B. POA Loans

Has the Plaintiff proven by a preponderance of the evidence that Home Loan Center and RFC agreed that the Client Guide would apply to pay option adjustable rate mortgage loans sold in 2006–2007 (“POA loans”)?

Yes _____ No _____

If your answer is No, then Plaintiff may not recover indemnity with respect to POA loans, and you should proceed directly to Part II below.

If your answer is Yes, you must accept the Plaintiff’s determinations that certain POA loans in the Plaintiff’s Home Loan Center sample breached representations and warranties in Client Guide, and you should proceed directly to Part II below.

II. Allocation and Damages

A. MBIA Settlement

Has the Plaintiff proven to a reasonable degree of certainty what dollar amount of the MBIA Settlement, if any, should be allocated to claims against RFC resulting from breaches by Home Loan Center of representations and warranties in the Client Guide?

Yes _____ No _____

If your answer is No, the Plaintiff may not recover indemnity with respect to the MBIA Settlement.

If your answer is Yes, specify the amount of the MBIA Settlement that resulted from breaches by Home Loan Center of representations and warranties in the Client Guide. Your answer may not exceed \$33,984,559, which are the damages alleged by the Plaintiff with respect to the MBIA Settlement: _____

B. FGIC Settlement

Has the Plaintiff proven to a reasonable degree of certainty what dollar amount of the FGIC Settlement, if any, should be allocated to claims against RFC resulting from breaches by Home Loan Center of representations and warranties in the Client Guide?

Yes _____ No _____

If your answer is No, the Plaintiff may not recover indemnity with respect to the FGIC Settlement.

If your answer is Yes, specify the amount of the FGIC Settlement that resulted from breaches by Home Loan Center of representations and warranties in the Client Guide. Your answer may not exceed \$819,906, which are the damages alleged by the Plaintiff with respect to the FGIC Settlement: _____

C. Syncora Settlement

Has the Plaintiff proven to a reasonable degree of certainty what dollar amount of the Syncora Settlement, if any, should be allocated to claims against RFC resulting from breaches by Home Loan Center of representations and warranties in the Client Guide?

Yes _____ No _____

If your answer is No, the Plaintiff may not recover indemnity with respect to the Syncora Settlement.

If your answer is Yes, specify the amount of the Syncora Settlement that resulted from breaches by Home Loan Center of representations and warranties in the Client Guide. Your answer may not exceed \$4,336, which are the damages alleged by the Plaintiff with respect to the Syncora Settlement:_____

D. Trust Settlement

Has the Plaintiff proven to a reasonable degree of certainty what dollar amount of the Trust Settlement, if any, should be allocated to claims against RFC resulting from breaches by Home Loan Center of representations and warranties in the Client Guide?

Yes _____ No _____

If your answer is No, the Plaintiff may not recover indemnity with respect to the Trust Settlement.

If your answer is Yes, specify the amount of the Trust Settlement that resulted breaches by Home Loan Center of representations and warranties in the Client Guide. Your answer may not exceed \$5,842,270, which are the damages alleged by the Plaintiff with respect to the Trust Settlement:_____

Foreperson

Dated: _____

Dated: November 6, 2018

Respectfully submitted,

ZELLE LLP

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